



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application f:	Stephen C. O'Neal G. Alex Terry
Serial N ..	09/268525
Docket:	ITC:9916
For:	INTERACTIVE BILLING CONTROL SYSTEM

DECLARATION AND POWER OF ATTORNEY

Box Patent Application
Assistant Commissioner for Patents
Washington, D.C. 20231

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter claimed and for which a patent is sought on the invention referenced above, the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to in this declaration.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

As a named inventor, I hereby appoint James W. Huffman, Reg. No. 35,549 and Richard K. Huffman, Reg. No. 41,082 my attorneys with full power of substitution and revocation to prosecute this application and transact all business in the U.S. Patent and Trademark Office connected therewith, and also to file and prosecute any corresponding application in any foreign country; and I hereby request that all correspondence and telephone calls be addressed to:

**James W. Huffman
106 Morning Cloud
Austin, TX 78734
(512) 261-1227
(512) 261-1228 Fax**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Inventor's Name:	Residence and Post Office Address:	Citizenship:	Signature	Date
Stephen C. O'Neal	3663 Clay Street San Francisco, CA 94118	US	<i>St. Coghl</i>	5-21-99
G. Alex Terry	217 Anza Vista Avenue San Francisco, CA 94115	US	<i>Alex J</i>	5-21-99

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: O'Neal et al.
Application No.: 09/268,525
Filed: March 11, 1999
Attorney Docket No.: ITC:9916
Confirmation No.: Unknown
For: INTERACTIVE BILLING CONTROL SYSTEM

Art Unit: 2761
Examiner: Unknown

COMMISSIONER OF PATENTS AND TRADEMARKS
WASHINGTON, D.C. 20231

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
AND
REVOCATION OF PRIOR POWERS AND PERMITS TO INSPECT
AND
CERTIFICATE UNDER 37 CFR 3.73(b)**

Microsoft Corporation, assignee of the entire right, title and interest in the patent application identified above, hereby revokes and cancels all existing powers of attorney in the above-identified application and appoints the following attorneys: Donald G. Leavitt (17,626), John K. Roedel, Jr. (25,914), Michael E. Godar (28,416), Edward J. Hejlek (31,525), William E. Lahey (26,757), Frank R. Agovino (27,416), Kurt F. James (33,716), G. Harley Blosser (33,650), Paul I. J. Fleischut (35,513), Vincent M. Keil (36,838), Robert M. Evans, Jr. (36,794), Robert M. Bain (36,736), Kathleen M. Petrillo (35,076), David E. Crawford, Jr. (38,118), Michael J. Thomas (39,857), Richard L. Bridge (40,529), Christopher M. Goff (41,785), Derick E. Allen (43,468), Matthew L. Cutler (43,574), Michael G. Munsell (43,820), Karen Y. Hui (44,785), Anthony R. Kinney (44,834), Brian P. Klein (44,837), Sarah J. Chickos (46,157), Donald W. Tuegel (45,424), Steven M. Ritchey (46,321), Kathryn J. Doty (40,593), Laura R. Polcyn (47,000), James J. Barta, Jr. (47,409), John M. Bodenhausen (47,432), James E. Davis (47,516), and Richard A. Schuth (47,929), all of the law firm of Senniger, Powers, Leavitt & Roedel, One Metropolitan Square, 16th Floor, St. Louis, Missouri 63102 (telephone number 314-231-5400), and Katie E. Sako (32,628) and Daniel D. Crouse (32,022) of Microsoft Corporation, or their duly appointed associate, attorneys in said application, with full power of substitution, revocation and addition, to prosecute the above-identified application, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office in connection therewith.

Please change the correspondence address for the above-identified application and direct all telephone calls to:

**Michael J. Thomas, Reg. No. 39,857
Senniger, Powers, Leavitt & Roedel
One Metropolitan Square, 16th Floor
St. Louis, Missouri 63102
(314-231-5400)**

The undersigned hereby revokes and cancels all existing permits to inspect the official file of the above-identified application.

Microsoft Corporation further certifies, pursuant to 37 CFR 3.73(b), that it is the assignee of the entire right, title and interest in the above-identified application by virtue of a chain of title from the inventor(s) of such application to the current assignee as shown below:

1. From: Stephen C. O'Neal and G. Alex Terry (inventors)
To: International Thinklink Corporation
This document was recorded in the Patent and
Trademark Office at Reel 009993, Frame 0292.
2. From: International Thinklink Corporation
To: Sherwood Partners, Inc.
A copy of this document is attached.
3. From: Sherwood Partners, Inc.
To: Microsoft Corporation
A copy of this document is attached.

The undersigned (whose title is provided below) is empowered to sign this statement on behalf of the assignee.

MICROSOFT CORPORATION

Dated: 7/31/01

By: Katie E. Sako
Katie E. Sako
Assistant Corporate Secretary

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

This Assignment For The Benefit of Creditors is made this 14th day of February, 2001, by International ThinkLink Corporation, a California corporation, located at 650 Townsend, Suite 350, San Francisco, California, hereinafter referred to as Assignor, and Sherwood Partners, Inc., a California corporation, located at 1848 Sawtelle Boulevard, Suite 543, Los Angeles, California hereinafter referred to as Assignee.

WITNESSETH: Whereas Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby AGREED:

1. Transfer of Assets: Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained and as provided by law, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action

that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment. This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

2. Leases and Leasehold Interests: This General Assignment includes all leases and leasehold interests in any asset of the Assignor; however should the Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished without further liability or obligation to the Assignee.

3. Powers and Duties of Assignee:

a) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property at such time and upon such terms as it may see fit and to apply the net proceeds arising from the operation, of and liquidation of Assignor's business and assets, in the following priority amounts as to only and not time of distribution, as follows:

(1) FIRST, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

(2) SECOND, all costs and expenses incidental to the administration of the assignment estate, including the payment of a reasonable fee to the Assignee, as

shareholders of record of said Assignor, as of [the date hereof] according to the liquidation preferences which such shareholders are entitled.

b) Assignee is also authorized and empowered to appoint such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon, and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Forwarding of Mail: Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

5. Acceptance By Assignee: By execution of this general assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean a fee of the greater of (i) \$75,000, or (ii) 7.5% of the total amount of funds generated from the sale of and liquidation of Assignor's assets, including all funds administered by Assignee. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a

result of the administration of the assignment estate from the proceeds generated therefrom.

IN WITNESS WHEREOF the parties have hereunder set their hands the day and year
first above written.

TAX I.D. NUMBERS:

Assignor:

International Thinklink Corporation

94-3221219

By:

Its: President and CEO

Assignee:

447-94-220

Sherwood Partners Inc.

Assignee Acceptance by:

Its: Jacoby

Date of Acceptance:

Feb. 17, 2001

PATENT ASSIGNMENT
NUNC PRO TUNC

WHEREAS, Sherwood Partners, Inc., a California corporation (hereinafter "ASSIGNOR") is the owner of the patents and patent applications set forth on Schedule A hereto, and the inventions disclosed therein (said patents, patent applications and inventions are referred to collectively hereinafter as the "Patent Assets"); and

WHEREAS, ASSIGNOR assigned the entire right, title and interest in and to the Patent Assets to Microsoft Corporation, a Washington corporation (hereinafter called "ASSIGNEE") by an instrument dated February 28, 2001.

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR confirms that, through such prior instrument, it agreed to and in fact did sell, assign, transfer and set over unto ASSIGNEE and, to the extent that such prior instrument was ineffective to do so, agrees to and hereby does sell, assign, transfer and set over unto ASSIGNEE and its successor and assigns, effective as of February 28, 2001, the entire right, title and interest in and throughout the United States of America (including its territorial possessions) and all countries foreign thereto, in and to the Patent Assets, including any other United States applications (including provisional, non-provisional, divisional, continuing, and reissue applications) based in whole or in part on said patent applications or said inventions; any foreign applications based in whole or in part on any of said patent applications or said inventions; any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said inventions or any part thereof, and as to letters patent any reissue or reexamination thereof, to be used as fully and entirely as such rights would have been held and enjoyed by ASSIGNOR had this assignment and sale not taken place.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon the aforesaid patent applications to ASSIGNEE, its successors and assigns.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed and acknowledged by its duly authorized officer.

SHERWOOD PARTNERS, INC.

By: _____

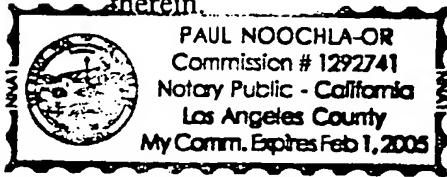
Printed Name: MARTIN J. Rich, Jr., Esq.

Title: Ceo

ACKNOWLEDGMENT

State of CALIFORNIA)
) SS.
County of LOS ANGELES

On this 18 day of JUNE, 2001, before me, a Notary Public in and for said state, personally appeared MARTIN DAVID PICHINSON who, being by me duly sworn, did depose and say that he is CEO of Sherwood Partners, Inc., the corporation described in the above instrument, and that he executed same for the purposes stated therein.



My Commission Expires:

020105

~~Notary Public~~

EXHIBIT A

Application No.	Filing Date	Country	Title
09/239,584	1/29/99	US	Computer-Implemented Call Forwarding Options and Methods Therefor In a Unified Messaging System
PCT/US00/01542	1/21/00	WO	Computer-Implemented Call Forwarding Options And Methods Therefor In A Unified Messaging System
09/239,585	1/29/99	US	Centralized Communication Control Center and Methods Thereof
PCT/US00/01543	1/21/00	WO	Centralized Communication Control Center for Visually and Audibly Updating Communication Options Associated with Communication Services of a Unified Messaging System and Methods Thereof
09/239,560	1/29/99	US	Integrated Message Storage and Retrieval System Distributed Over a Large Geographical Area
09/239,589	1/29/99	US	Voice Access Through Data-Centric Network to An Integrated Message Storage and Retrieval System
09/240,367	1/29/99	US	A System And Method For Providing Unified Messaging To A User With A Thin Web Browser
PCT/US00/01566	1/21/00	WO	A System and Method for Providing Unified Messaging to a User with a Thin Web Browser
09/240,368	1/29/99	US	A System And Method To Manage Phone Sourced Messages
PCT/US00/01551	1/21/00	WO	A System and Method to Manage Phone Sourced Messages
09/240,434	1/29/99	US	Method and Apparatus for Network Independent Initiation of Telephony
09/240,435	1/29/99	US	Apparatus and Method for Device Independent Messaging Notification
PCT/US00/01595	1/21/00	WO	Apparatus and Method for Device Independent Messaging Notification
09/240,436	1/29/99	US	Apparatus and Method for Channel-Transparent Multimedia Broadcast Messaging
PCT/US00/01700	1/21/00	WO	Apparatus and Method for Channel-Transparent Multimedia Broadcast Messaging
09/240,893	1/29/99	US	Interactive Billing System Utilizing a Thin Web Client Interface
PCT/US00/01538	1/21/00	WO	Interactive Billing System Utilizing a Thin Web Client Interface
09/268,524	3/11/99	US	Apparatus and Method for Future Transmissions of Device-Independent Messages
09/268,525	3/11/99	US	Interactive Billing Control System
09/280,640	3/29/99	US	Method and Apparatus For Device Independent Alert of e-Bay Bidding
09/280,641	3/29/99	US	Method and Apparatus for Computer Alert of Device Independent Messages
PCT/US00/08152	3/28/00	WO	Method and Apparatus for Computer Alert of Device Independent Messages
09/280,769	3/29/99	US	Apparatus and Method for Local Intercept of Toll-Free Calls
PCT/US00/08193	3/27/00	WO	Apparatus and Method for Local Intercept of Toll-Free Calls
09/282,287	3/31/99	US	Learned Speed Dialing
PCT/US00/08175	3/28/00	WO	Learned Speed Dialing
09/282,541	3/31/99	US	Computer-Implemented Voice-Based Command Structure for Establishing Outbound Communication Through a Unified Messaging System
09/283,772	3/31/99	US	Methods for Establishing Outbound Communication Through a Unified Messaging System Including Intelligent Calendar Interface
09/283,874	3/31/99	US	Autocompletion of Dialing Number Based on Prior Usage
09/288,754 (U.S. Patent No. 6,243,444)	4/8/99	US	Apparatus and Method for Local Intercept and Service of Long-Distance Calls
PCT/US00/08203	3/27/00	WO	Apparatus and Method for Local Intercept and Service of Long-Distance Calls